

Angela

MEMORANDA OF AGREEMENT  
AFSCME, Local 2913  
Traffic Supervisors

1. Wage increase:

7/1/2004	2%
7/1/2005	2.5%
1/1/2006	1%
6/30/2006	.5%

9/24/05  
GFM \*  
du AF

\$ 50.00 increase effective 7/1/2005<sup>d</sup> to be included in the hourly wage calculation in the salary schedule as shown in Appendix A.

MA

2. Longevity Increase 25.00

• 10-14 years	\$175.00
• 15-19 years	\$200.00
• 20-24 years	\$225.00
• 25-29 years	\$250.00
• 30+	\$275.00

3. Special Leave

Any Traffic Supervisor who uses three (3) days or less of Special Leave, excluding Personal business days, during the school calendar year will receive one (1) bonus personal day. Said bonus personal day must be used during the school calendar year to which it is credited.

Parking Control Officers  
Appendix C

1. Wage increase

9/24/05	7/1/2004	2%
	7/1/2005	2.5%
GFM	9/10/3/2005	New schedule - 36 hour work week
	1/1/2006	1%
du	6/30/2006	.5%

AF

\$150.00 increase effective 7/1/2004 to be included in the hourly wage calculation in the salary schedule as shown in Appendix A.

\$50.00 increase effective 7/1/2005 to be included in the hourly wage calculation in the salary schedule as shown in Appendix A.

2. Longevity Increase 50.00

• 10-14 years	\$600.00
---------------	----------

\* No Clothing -

- 15-19 years \$700.00
- 20-24 years \$800.00
- 25-29 years \$850.00
- 30+ years \$1100.00

### 3. Special Leave

Any Parking Control Officer who uses three (3) days or less of Special Leave, excluding Personal business days, during the calendar year will receive one (1) bonus personal day. Said bonus personal day must be used during the calendar year to which it is credited.

### 4. Technology Stipend

Parking Control Officers shall receive a \$100.00 Technology Stipend effective July 1, 2005.

### 5. Holidays

If the holiday falls on the Parking Control Officer's schedule day off said person will receive an additional day off within the calendar year in which it is credited

### 6. Snow Emergency

Change second line, #5, of contract language in Memorandum of Agreement signed on September 28, 2004. Parking Control Officers will receive 8 hours of pay for snow emergencies ~~from~~ after 8:30am.

### 7. FLSA Language

Parking control Officer will be paid at time and a half for any hours over 40 hours in a work week. (language in Agreement dated September 28, 2004)

### 8. Special Leave

Parking Control Officers shall be entitled to special leave for a period not exceeding fifteen (15) days in each calendar year. The annual fifteen (15) day entitlement of special leave shall be granted on January 1 of each calendar year of employment

Signed this 26 day of Sept 2005.

For AFSCME, Local 2913

*Angela Foley*  
*Frank Morony*

For the City of Newton

*Donna Hernandez*

9/26/05

Appendix A

1.5 21.46  
final int / 5.30

Date	Increase	Rate
<b>Parking Control</b>		
7/1/2004	2% plus \$150	\$ 15.69
7/1/2005	2.50% plus \$50	\$ 16.11
10/3/2005	New schedule/rate	\$ 17.88
1/1/2006	1%	\$ 18.06
6/30/2006	0.50%	\$ 18.15

Traffic Supervisors	Increase	Rate
7/1/2004	2%	\$ 22.40
7/1/2005	2.50% plus \$50	\$ 23.07
1/1/2006	1%	\$ 23.30
6/30/2006	0.50%	\$ 23.42

Memorandum of Agreement  
Detention Attendants

1. Duration:

AGREEMENT effective July 1, 2003 for a two year period ending June 30, 2006

2. Economic Package:

Current Hourly Rate:		\$16.48
July 1, 2003	2%	\$16.81
July 1, 2004	2%	\$17.15
July 1, 2005	2.5%	\$17.57
January 1, 2006	1.00%	\$18.15 (plus \$200)
June 30, 2006	.50 %	\$18.24

3. Longevity Increase:

As of 7/1/5 the full time Detention Attendant:

20-24 years	\$300
25-29 years	\$350
30 plus years	\$400

4. Direct Deposit:

Effective July 1, 2006, all employees in the must have payroll payments deposited directly into a bank or credit union account of their choice

*only for  
full time  
attendant  
J.P.P. MF*

5. Vacation:

Increase of 1 week's vacation for the full time Detention Attendant (for a total of 2 weeks per year)

Signed this 30<sup>th</sup> day of January 2006

For the Employees

*Joan A. Train*  
*Maureen A. Dwyer*

For the City of Newton

*Valerie H. Hume*  
\_\_\_\_\_

2004  
AGREEMENT  
CITY OF NEWTON  
AND  
AFSCME - COUNCIL 93  
NEWTON POLICE  
SCHOOL TRAFFIC SUPERVISORS LOCAL 2913

## TABLE OF CONTENTS

	<u>Article</u>	Page
Agreements	XXVI	16
Appropriations	XXI	14
Bereavement Leave	VIA	5
Bidding	XXVII	16
Day's Compensation	V	3
Duration	XXVIII	18
Employee	III	1
Employee Attendance	VIB	5
Employees' Rights	XXV	16
Fair Practices	II	1
Grievance Procedure	XIV	9
Hours of Work	XVIII	13
Insurance	XII	8
Longevity	XVII	12
Management Rights	XX	13
Management-Labor Committee	VIII	6
Negotiation Time	IX	6
No-Strike Clause	X	7
Promotions	XXVIII	17
Recognition	I	1
Retirement and Death Benefit	VII	6
Seniority	XV	10
Severability	XXIII	15
Service	XVA	11
Spares	XVI	11

Special Leave	VI	3
Stability of Agreement	XXII	15
Uniforms and Maintenance Allowance	XI	7
Union Dues and Agency Fee	IV	2
Wages	XIX	13
Waiver and Entire Agreement	XXIV	15
Workers' Compensation	XIII	8

Attachments:

Appendix A: Salary Schedule	Traffic Supervisors
Appendix B: Salary Schedule	Parking Control Officers & Detention Attendants
Appendix C: Add'l benefits	Parking Control Officers

Health Insurance/Dental Insurance

## AGREEMENT

This AGREEMENT by and between the CITY OF NEWTON, hereinafter referred to as the "CITY", and the American Federation of State, County and Municipal Employees, AFSCME, Local 2913, NEWTON POLICE SCHOOL TRAFFIC SUPERVISORS hereinafter referred to as the "UNION" is designed to maintain and promote a harmonious relationship between the CITY OF NEWTON and such of the employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

### ARTICLE I Recognition

1.01 The CITY hereby recognizes AFSCME, Local 2913, the NEWTON POLICE SCHOOL TRAFFIC SUPERVISORS as the exclusive representative for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all school traffic supervisors employed by the CITY of NEWTON, to include Parking Control Officers, Detention Attendants and excluding all other employees.

### ARTICLE II Fair Practices

2.01 As sole collective bargaining agent the UNION will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex or marital status. The UNION will represent equally all persons without regard to membership participation in or activities in the UNION.

2.02 The CITY agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, marital status, or participation in or association with the activities of the UNION.

### ARTICLE III Employee

3.01 For the purposes of this contract, unless otherwise specified the term "employee" shall mean all Newton Police School Traffic Supervisors, also known as Auxiliary School Patrol (1984, City of Newton Revised Ordinances, Section 24-5).



ARTICLE IV  
Union Dues and Agency Fee

4.01 Pursuant to the provisions of General Laws, Chapter 180, Section 17A, accepted by the CITY, UNION dues shall be deducted by the CITY weekly from the salary of each employee who voluntarily executes and remits to the CITY a form of authorization for payroll deduction of UNION dues, initiation fee and assessments.

4.02 Such authorization may be withdrawn by the employee by giving at least sixty (60) days' notice in writing to the CITY and by filing a copy thereof with the Treasurer of the UNION.

4.03 Transmittal of said dues deducted shall be made to the UNION Treasurer within twenty-five (25) working days after the month in which dues are deducted; provided that the CITY Treasurer is satisfied with such evidence as he may require that the Treasurer of the UNION has given to the UNION a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his/her duties, in a sum and with surety or sureties as are satisfactory to the CITY TREASURER.

The following authorization of dues form shall be used.

By:	Last Name	First Name	Middle Name
To:	Employer	Department	
Effective Date:			

I hereby request and authorize you to deduct from my earnings weekly an amount established by the UNION as dues. The amount deducted shall be paid to the Treasurer of the UNION.

The authorization shall continue for a period of one (1) year from the date hereof or until the termination of this AGREEMENT (whichever occurs first) and shall be automatically renewed for successive periods of one (1) year unless written notice of revocation is given by me to you in writing. Upon the receipt whereof, this authorization shall expire sixty (60) days thereafter.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

4.05 In addition to the above, all members of the bargaining unit who are not members of the UNION and/or who have not voluntarily executed an authorization for UNION dues as provided above shall be required to pay to the UNION pursuant to and in conformance with M.G.L., c.150E, § 12, as a condition of employment, a Service Fee on or after the 30th day following employment in the bargaining unit or the effective date of this AGREEMENT, whichever is later. The amount of such service fee shall be equal to the amount required to become a member and remain a member in

good standing of the UNION and its affiliates to or from which membership dues or per capita fees are paid or received. This provision shall not authorize the UNION to receive a service fee unless it has established a procedure for handling the rebate requirements of M.G.L. c.150E, §12. Said fee shall be deducted weekly and remitted to the UNION as provided above.

## ARTICLE V Day's Compensation

5.01 For purposes of Article VI, Special Leave, and Article VII, Retirement and Death Benefit, a day's compensation shall be the daily rate as shown in Appendix A and B.

## ARTICLE VI Special Leave

6.01 Special leave shall mean that period time for which an employee shall be entitled to receive compensation during absence from work because of personal sickness or injury or certain religious observances or personal business, in accordance with this contract.

6.02 During the first year of his/her employment, every employee hired after July 1, 1988 shall earn special leave at the rate of one and one-quarter days per month from the period of September through June. An employee shall earn 1.25 days in the month of hire if the hire date is prior to the 15th of the month. One year from the date of hire he/she will be entitled to commence using accrued special leave.

6.03 An employee shall be entitled to use special leave to the full extent of his/her accumulation during absence from work because of sickness or injury of the employee in accordance with this contract.

6.04 When an employee is absent from his/her duties on account of disability because of sickness or injury he/she shall promptly notify the Chief of Police or his designee; and it shall be the duty of the Chief of Police or his designee, promptly to notify the City Physician and the Comptroller of Accounts of such absence. During such absence no salary or wage shall accrue to such employee except during periods of authorized special leave in accordance with this contract.

6.05 No person shall be entitled to any compensation or benefits under this article for any period of disability resulting in whole or in part from any of the following:

- a. The voluntary use of intoxicating liquor, drugs, or narcotics.
- b. Self-inflicted injuries, other than accidental.
- c. Injuries sustained while engaged in or resulting from or arising out of the commission by such person of a felony or of a misdemeanor involving moral turpitude.

d. Injuries sustained while engaged in or resulting from or arising out of the violation of any lawful rule or regulation of the department in which employed.

e. Injuries sustained as a result of reckless, improper, or vicious conduct or illegal or immoral practices.

6.06 This article shall be subject to all other pertinent provisions of the Ordinances of the CITY OF NEWTON or of any law applicable thereto.

6.07 No salary or wage shall accrue to any employee under paragraph 6.03 unless the City Physician shall find the absence of such employee from duty is justified by reason of sickness or injury.

6.08A. An employee shall be entitled to use special leave during absence from work for religious observances as approved by the Mayor. Such absence shall be limited to a total of three (3) days during any calendar year and the right thereto shall not be cumulative.

6.08B1. Employee shall be entitled to use special leave during absence from work to attend to personal business. Every such absence shall be requested not later than the third working day in advance or such earlier time period as the Department Head may require. The scheduling of such absences for personal business shall be the reasonable discretion of the Department Head. Such absences shall be limited to two (2) days one of which will be charged to special leave, and one of which will have no charging, during the Newton school calendar year and the right thereto shall not be cumulative.

6.09B2 If a personal day is not used in its scheduled school year, it may not be carried over to a subsequent school year.

6.09B3 Due to the timing of this one year Settlement Agreement, if members are unable to schedule the additional personal day in this school year, they will be allowed to carry over this additional personal day, upon written request, to be used no later than June 30, 2004.

6.09 Unused portions of special leave shall be cumulative and such unused leave, except during the first year of employment shall be calculated as of January first of each year. Sick leave as accumulated prior to January 1, 1967 in accordance with the applicable ordinances in effect prior to that date shall be converted as of that date to special leave and all leaves of absence with pay taken during the year 1967 prior to May 1, 1967 for any of the purposes named in Article VI shall be deemed to have been taken under Article VI.

6.10A For Traffic Supervisors hired prior to July 1, 1988, 15 days of Special Leave shall be accrued on January 1st of each year. For Traffic Supervisors hired after July 1, 1988, Section 6.02 shall apply.

6.10B. Unused special leave will not be available for use or payment in cash upon termination of employment except as specified under Article VII, Section 7.01 but shall continue to

be available on a "whole dollar" basis upon an employee's transfer to a benefits eligible position in the same or some other department. An employee who is laid off or resigns under conditions that are not discreditable to him/her shall, if re-employed within twelve months, shall have available any unused special leave accumulation existing at the time of his/her separation.

6.11 Leave of absence without pay for a limited period not to exceed ninety (90) days may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. Reasonable purpose in each case will be decided upon by the Chief. Said permission shall not unreasonably be withheld.

6.12 Doctor's certificates. In addition to the provisions of Section 2-245 of the Revised Ordinances of the CITY OF NEWTON, employees who are absent from work under Article VI of the AGREEMENT for more than five (5) consecutive work days may be required at the Department Head's discretion during the continuation of the absence to provide periodic doctor's certificates or to see the City Physician.

6.13 In the event an employee is absent from work for three (3) or more consecutive days due to illness, a doctor's note or authorization from the City Physician certifying the illness and release to return to work will be required.

#### ARTICLE VIA Bereavement Leave

6A.01 An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding three (3) days due to the death of a parent, step-parent, husband, wife, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law or sister-in-law. Every such absence shall be approved and certified to by the Chief of Police who may, at his/her discretion, require documentary proof of death and relationship.

#### ARTICLE VIB Employee Attendance

6B.01 The City reserves the right to review and record employee absenteeism from the workplace and impose disciplinary action for any excessive absenteeism or for a pattern of absenteeism in accordance with Article XXV, Section 25.01 of the contract.

6B.02 Further, any employee who shall be found by the Mayor, after a hearing, to have obtained special leave pay/sick leave in accordance with Section 2-53 of the City Ordinance, shall not be entitled to the special leave benefit for a period of one (1) year after such finding.

6B.03 The City through its Human Resources Department may establish written policies

pertaining to standards of attendance and indices of patterns of, and/or excessive absenteeism, not to be in violation of any Article or Provision of the Collective Bargaining Agreement.

6B.04 Copies of policies shall be posted on appropriate bulletin boards and given to the Union.

6B.05 The City, through its Human Resources Department or by the appropriate Department Head may meet with, talk to, or otherwise be in contact with employees concerning their absenteeism. The employee may have a Union representative in attendance, if he/she so requests.

6B.06 In recognition of the City's desire to retain qualified employees, each Traffic Supervisor will receive payment of \$200.00 per year, per employee. Such payment is to be made at the end of the school year. In the event a Traffic Supervisor should retire, in the course of a year in which she/he would have been entitled to such payment, she/he will receive a proportionate share based upon the number of months she/he was actually in the employ of the City during that school year.

#### ARTICLE VII

##### Retirement and Death Benefit

7.01 Whenever the employment of any employee is terminated by retirement under the General Laws of the Commonwealth of Massachusetts or death, without his/her having exhausted the accumulated special leave to which he/she is entitled under Article VI, he/she or in case of his/her death, his/her estate shall be paid, at the regular rate of compensation payable to him/her at the time of such retirement or death, an amount equal to sixty percent (60%) of such accumulated special leave; provided, that no payment under this section shall exceed six thousand dollars (\$6,000.00).

#### ARTICLE VIII

##### Management-Labor Committee

8.01 It is agreed that there shall be established a committee made up of the President of the UNION, the Chairman of the Grievance Committee for the UNION, the Chief of Police or his representative, and a representative of the Mayor. Said committee shall meet upon the written request of either party and at such times as are convenient to both parties to discuss any mutual problems between the UNION and the CITY.

#### ARTICLE IX

##### Negotiation Time

9.01 Reasonable time off without loss of pay shall be granted for negotiation conferences with the CITY or for the processing of grievances with the CITY when such matters cannot be scheduled during off-duty hours.

9.02 Two representatives of the UNION may be permitted to attend the annual meeting of their National and State Unions without loss of pay, provided, however, that the total number of days in the aggregate for those granted permission shall not exceed six (6) days per year.

## ARTICLE X No-Strike Clause

10.01 The UNION agrees that the members of its unit will comply with the provisions of Massachusetts General Laws, Chapter 150E, §9A(a) which reads as follows: "No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by such public employees".

## ARTICLE XI Uniforms and Maintenance Allowance

10.1 The Chief of Police or some other person under his supervision or control, shall upon proper requisition supply Traffic Supervisors with summer and winter uniforms which shall include skirts, blouses, nylon winter coats, raingear, hats, neck ties, badges, wool gloves, wool scarves, slacks, and wool jersey helmets for winter. Also included shall be winter and summer blouses for appropriate weather changes and a lightweight summer jacket selected by the agreement of the parties hereto. The Chief of Police or his delegate will provide the employee and the Union with a copy of the completed requisition form.

11.02 The aforementioned clothing will be of the "wash and wear" type whenever practicable and economically feasible within Department limitations, as determined by the Chief.

11.03 The Management-Labor Committee described in Article VIII will include in their discussion the type of clothing referred to in Paragraph 11.01 and 11.02 and submit their written recommendations to the Chief, who shall make the final decision on clothing to be purchased by the City.

11.04 Effective July 1, 1998, each member of this unit will receive a fifty dollar (\$50.00) increase for a total of Two Hundred Fifty Dollars (\$250.00). Effective July 1, 2001, each member of this unit will receive a fifty dollar (\$50.00) increase for a total of three hundred dollars (\$300.00). Effective July 1, 2003 Traffic Supervisors will receive a twenty five dollars increase for a total of

three hundred and twenty-five dollars (\$325.00). The allowance will be paid by separate check in the last pay period of June.

## ARTICLE XII

### Insurance

12.01 A Health Insurance The CITY agrees to continue to provide group health coverage [with a schedule of benefits or its equivalent] for all employees hired before June 30, 1992 who are already covered as of June 30, 1992. The CITY shall pay eighty percent (80%) of the premium for all health plans. The CITY'S 80% will be made for the months of July and August for those Traffic Supervisors electing a 52 week pay plan. The current Health Insurance coverage shall include coverage for dependent children ages 19 to 23 years.

B With respect to health insurance, the parties understand that health insurance is subject to the terms of M.G.L., Chapter 32B, and that uniformity of terms for all City employees may be required. The parties therefore understand that other bargaining units' negotiations may have an impact on the terms agreed to herein. It is the City's intention, through bargaining, to create terms in other bargaining units consistent with the terms agreed to herein.

12.02 Employees hired before June 30, 1992, who had not been in the CITY'S group health plan as of that date, may enroll in the CITY'S plan after June 30, 1992 provided that they cannot secure comparable health coverage at comparable cost from any other source.

12.03 Employees hired after June 30, 1992 shall be eligible for any insurance coverage only if they are regularly scheduled to work more than twenty (20) hours a week. Employees hired after June 30, 1992, who work less than twenty (20) hours a week shall not be entitled to any insurance coverage.

12.04 Life Insurance Employees covered under the CITY life insurance program as of June 30, 1992 shall continue to be entitled to coverage under whatever plan is in effect for all other CITY employees. Otherwise, only employees scheduled to work more than twenty (20) hours a week shall be entitled to life insurance coverage.

12.05 Dental Insurance The CITY will make every effort to make it possible for employees hired prior to June 30, 1992, to purchase dental insurance and shall pay 50% of the cost of said plan, subject to minimum participation requirements.

12.06 Where an employee suffers an extended illness and has used all of his/her sick leave and vacation pay, the CITY shall review the case and, after the review the CITY may, at its discretion, continue to pay an insurance premium contribution for an additional period up to ninety (90) days. Prior to each date of any granted extension of such payments, the CITY will review the matter again for a possible further extension and notify the employee of its decision.

ARTICLE XIII  
Workers' Compensation

13.01 All employees are entitled to protection of Workers' Compensation and are subject to the rules and regulations of the Division of Industrial Accidents regarding those benefits.

13.02 An employee suffering an occupational injury, eligible for medical payments under Workers' Compensation, who returns to work within five (5) days of receiving said injury may, at his/her election be compensated out of his/her sick leave, if any.

13.03 An employee who is receiving Workers' Compensation shall be permitted to use up his/her accumulated sick leave in one hour segments for the purpose of receiving the difference between what he/she receives under his/her Workers' Compensation and his/her regular weekly salary. The CITY at the employee's election shall pay him/her the necessary amounts and charge them to his/her unused and accumulated sick leave.

ARTICLE XIV  
Grievance Procedure

14.01 The term "grievance" shall mean only an alleged violation by the CITY in the interpretation or application of one or more specific clauses of this Agreement.

Step 1 - The grievance shall be presented orally by the employee and the UNION to the employee's Commanding Officer within seven (7) working days of its occurrence or the time the employee should have known of it. The Commanding Officer shall attempt to adjust the grievance informally. A written report of the Commanding Officer's decision resolving the grievance shall forthwith be made to the Chief of Police through his Division Commander. If, within forty-eight (48) hours from the receipt thereof, the Chief of Police does not overrule or modify said decision, it shall stand. If it is modified or overruled by the Chief of Police, his decision shall be subject to the remaining provisions of this Article.

Step 2 - If the grievance is not resolved at STEP 1 within six (6) working days, the grievance shall be submitted in writing to the Chief of Police by the employee and the UNION within six (6) working days after the expiration of the time set forth above for resolving the grievance at STEP 1. A meeting between the Chief of Police and/or his designated representatives and the Grievance Committee of the UNION shall be held within seven (7) working days after referral to the Chief of Police, to discuss the grievance. If not satisfactorily adjusted at this meeting, the Chief of Police shall give his written answer with specification of grounds within seven (7) working days of the meeting. Written submission of grievances at STEP 2 shall be in not less than triplicate, on forms to be agreed upon jointly and shall be signed by the representative of the UNION filing the grievance.



STEP 3 - If the grievance is not resolved at STEP 2 within ten (10) working days of the date the answer is delivered or due, whichever is later, the grievance shall be submitted in writing to the Director of Human Resources by the employee and/or the UNION. A meeting between the Director of Human Resources and the Grievance Committee of the UNION shall be held within seven (7) working days after referral to the Director of Human Resources to discuss the grievance. If not satisfactorily adjusted at his meeting, the Director of Human Resources shall give his/her written answer with specifications of grounds within seven (7) working days of the meeting. If a grievance is adjusted at STEP 2 of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Director of Human Resources or his/her representatives and the UNION representatives reaching the adjustment. If a decision satisfactory to the UNION at any level of the grievance procedure is not implemented within a reasonable time, the UNION may invoke STEP 2 or STEP 3, as the case may be. If the CITY exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the UNION may invoke the next step of the procedure. The UNION shall be notified in writing of all grievances filed by employees covered by this Agreement, all grievance hearings and all determinations. It shall have the right to have a representative present at any grievance hearing and shall be given no less than forty-eight (48) hours notice, unless waived by the UNION.

ARBITRATION - If the grievance is not resolved at STEP 3, the UNION or the CITY may submit the grievance to arbitration. Such submission must be made within twenty (20) working days after the receipt of the written decision of the Human Resources Director or his/her designee, or the date said decision was due, whichever is later. Said submission shall be made to the American Arbitration Association in accordance with its rules and regulations and a copy thereof shall be given to the CITY by delivery in hand or by mail, postage prepaid, addressed to the Director of Human Resources and/or the UNION. The arbitrator shall be without power to alter, add to or detract from the language of this Agreement. He/she shall have no power to recommend or order any right or relief for any period of time prior to the effective date of this Agreement. He/she shall submit in writing his/her findings of fact and award within thirty (30) days after the conclusion of testimony and argument or as soon as practicable thereafter.

The decision of the arbitrator shall be final and binding on both parties. The fees and expenses of the arbitrator shall be shared equally by the parties. The appearance of any employee required to be present at the arbitration hearing shall not result in any loss of pay to said person.

## ARTICLE XV

### Seniority

15.01 Seniority among School Traffic Supervisors shall commence from their date of employment as a member of the school traffic supervisory force (Auxiliary School Patrol). For those who started the same day, 1) if they are in Civil Service, seniority shall be by the higher score; 2) for non Civil Service employees the date of application shall govern.

15.02 Seniority shall not be broken by sick time, injury leave, temporary lay off or leave of absence as defined in this AGREEMENT.

15.03 Seniority shall be broken by resignation or termination for just cause.

15.04 In the event of a reduction in force or lay off, lay off shall be in reverse order of hiring and recall by seniority.

#### ARTICLE XVA Service

15A.01 Upon transfer, without a break in service, to full time City employment outside of the traffic supervisor position, the time of service shall be treated as 25% of the service as a traffic supervisor for purpose of calculating seniority and entitlement to vacation, longevity, and sick leave buy back upon retirement. Special leave shall be converted on the "whole dollar basis" as defined in Section 16.05, Paragraph 2A.

#### ARTICLE XVI Spares

16.01 "Spares" are defined as school traffic supervisors who have less than one year of service. Their daily pay shall be equivalent to the pay of a regular employee when performing the same duties.

16.02 Exclusive of wage rate, they shall not be covered by any other provisions of this contract except Article XI (Uniform and Maintenance Allowance) Article XIII (Workers' Compensation) Article VI, section 6.02, (Special Leave accrual for employees hired after July 1, 1988 ) and Section 16.05 as applicable.

16.03 Spares, upon completion of one (1) year of employment as traffic supervisors with the CITY, shall receive all the wages, benefits and other provisions of this contract, applicable under this contract. During the time they work as spares, Traffic Supervisors will be paid only hours for which they are assigned to do work.

16.04 Spares employed more than one (1) year will be responsible for calling in time worked each week beyond seven and one half hours.

16.05 If city employees who have worked full time for more than one year other than as Traffic Supervisors transfer to School Traffic Supervisors, they will have their benefits affected as

follows:

1) If they previously had health and/or life insurance coverage, they will be allowed to retain that coverage. If they did not previously have coverage, they will have to wait for health insurance until the next open enrollment period, and for life insurance they will have to wait for one year, just like all newly hired spares.

2A) Special leave accrued in a prior position may be brought to the Traffic Supervisor position on "whole dollar basis". This is done by converting previously accrued special leave time to a dollar amount by multiplying days accrued by the daily rate of the previous position. This dollar amount is then divided by the daily spare rate for Traffic Supervisors and the number of days accrued is thus arrived at. If the reverse should happen and a Traffic Supervisor should transfer to a full time position then the computation would be reversed using the person's current rate and the rate of the new position.

2B) Only time brought forward in this way may be used while a person is employed as a spare during the first year. At the end of this time all unused special leave time carried forward will be combined with newly accrued special leave time.

3) Time accrued for the purpose of longevity will be considered on a four to one basis (four years as a Traffic Supervisor for each year of full time employment in a benefits eligible city position). Seniority within the Union will be governed by Article XV.

4) Vacation time accrued in a previous benefits eligible position, must be used prior to transferring to the position of Traffic Supervisor. Persons who have transferred and are working as spares will not be paid for any time when they are not scheduled to work because school is not in session, except as granted in #5 below.

5) They are entitled to be paid for only the following holidays at the daily spare rate when these holidays fall within their first year of employment:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Patriot's Day	Third Monday in April
Memorial Day	May 30th
Columbus Day	Second Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

## ARTICLE XVII

### Longevity

17.01 Employees covered by this AGREEMENT who shall have completed the

appropriate number of years of continuous employment with the CITY by June first of that year or any succeeding year shall be entitled to receive an annual non-cumulative longevity payment as hereinafter set forth for that calendar year and each calendar year thereafter while employed by the CITY.

17.02 Longevity payments shall be made as follows: [If an employee's longevity payment is between the first and the fifteenth of the applicable month, payment will be made the first pay period. If the employee's longevity payment is between the sixteenth and the last day of the applicable month, payment will be made the third pay period. Delete: on the first pay day following an employee's anniversary date of employment.]

17.03 In the event an eligible employee should retire, resign, or decease in the course of a year in which he/she would have been entitled to such longevity payment, he/she shall receive a proportionate share of the longevity payment based upon the number of full calendar months he/she was actually in the employ of the CITY during that calendar year, payable on the payment date following such event.

17.04 Longevity payment will be made in accordance with the following schedule of years and dollar amounts subject to the aforesaid provisions and conditions:

Number of Years

10 to 14 years of continuous employment	\$150.00
15 to 19 years of continuous employment	\$175.00
20 or more years of continuous employment	\$200.00
25+ years	\$225.00

ARTICLE XVIII

Hours of Work

18.01 The days of employment shall conform to the Newton school calendar.

18.02 The basic work week shall consist of seven hours and thirty minutes (7.5)

18.03 Adjustments in pay for working at a post requiring coverage beyond the regular weekly schedule of seven hours and thirty (30) minutes will be maintained through the school year including vacations, holidays, and paid sick days.

ARTICLE XIX

Wages

19.01 All employees covered by this AGREEMENT hired prior to June 30, 1992 shall be paid in accordance with the salary schedule as shown in Appendix A and Appendix B.

19.02 All employees covered by this AGREEMENT hired after June 30, 1992 shall be paid in accordance with the salary schedule as shown in Appendix A & B.

19.03 Traffic Supervisors covered by this agreement shall be compensated for delayed school opening at their effective current hourly pay rate.

ARTICLE XX  
Management Rights

20.01 Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this contract, the CITY has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it. It shall have the sole and unquestioned right, responsibility, and prerogative of management of the affairs of the CITY and direction of the working forces, including but not limited to the following:

A. To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purposes of the CITY.

B. To establish or continue policies, practices and procedures for the conduct of the CITY business and, from time to time, to change or abolish such policies, practices and procedures

C. To discontinue processes or operations or to discontinue their performance by employees.

D. To select and to determine the number and types of employees required to perform the CITY'S operations.

E. To employ, transfer, promote or demote employees, or to lay-off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the CITY or the department.

F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the CITY, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

G. To insure that related duties connected with departmental operations whether enumerated in job descriptions or not, shall be performed by employees.

H. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the UNION or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the CITY, it can be done more economically or expeditiously otherwise.

20.02 The above rights, responsibilities, and prerogatives are inherent in the Mayor and by virtue of statutory and charter provisions are not subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance

procedure described in this contract.

#### ARTICLE XXI

##### Appropriations

21.01 The economic provisions of this AGREEMENT are subject to appropriation by the Board of Aldermen.

#### ARTICLE XXII

##### Stability of Agreement

22.01 No amendment, alteration or variation of the terms or provisions of this AGREEMENT shall bind the parties hereto unless made and executed in writing by the parties hereto.

22.02 The failure of the CITY or the UNION to insist, in any one or more situations, upon performance of any of the terms or provisions of this AGREEMENT, shall not be considered a waiver or relinquishment of the right of the CITY or of the UNION to future performance of any such terms or provisions, and the obligations of the UNION and the CITY to such performance shall continue.

#### ARTICLE XXIII

##### Severability

23.01 If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

#### ARTICLE XXIV

##### Waiver and Entire Agreement

24.01 The parties acknowledge that during negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that

the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this AGREEMENT.

24.02 Therefore, the CITY and the UNION, for the duration of the term of this AGREEMENT, or any extension thereof, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this AGREEMENT, or with respect to any subject or matter not referred to specifically or not covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT, unless specifically reserved or reopened under the terms of this AGREEMENT.

#### ARTICLE XXV Employee's Rights

25.01 No employee covered by this AGREEMENT may be disciplined, suspended or discharged except for just cause.

25.02 An employee aggrieved by any of the actions described above taken by the CITY against him/her may pursue one of the two appeals there from as follows:

A. He/she may elect to process his/her grievance in accordance with Massachusetts Civil Service Laws and Regulations if a permanent Civil Service employee, or

B. He/she may elect to process his/her grievance in accordance with the Grievance and Arbitration Procedures contained in this AGREEMENT. If he/she elects to proceed under these terms and conditions, he/she thereby waives his/her rights to appeal to the Massachusetts Civil Service Commission and may not thereafter change his/her decision without the written consent of the CITY.

C. The employee's election shall be delivered to the CITY in writing within three (3) days after written notification by the CITY of its disciplinary action, suspension, or discharge.

D. In matters covered by this Article, the UNION shall not file a written grievance as provided in the Grievance Procedure without the previous written consent of the employee involved.

E. If the employee elects to proceed under the Laws and Regulations governing the Civil Service Commission, he/she may not thereafter proceed under the Grievance and Arbitration procedures.

#### ARTICLE XXVI Agreements

26.01 Effective July 1, 1988, all agreements, precedents, employment and work practices are existent and effective only to the extent they are expressly set forth in this AGREEMENT, or, in the alternative, have been put in writing and signed by the Chief of Police and Director of Human Resources.

## ARTICLE XXVII

### Bidding

27.01 All bidding shall take place at the mandatory September meeting and be supervised by departmental supervisors. All unassigned posts shall be bid upon and bidding shall be according to Seniority as defined in Article XV. Any post bid upon and received by a Traffic Supervisor will remain his/hers until he/she relinquishes it or the Department abolishes said post. All Traffic Supervisors are eligible to bid on unassigned posts. If any assigned post remains after bidding concludes, departmental supervisors may place a Traffic Supervisor there using reverse seniority. There will be NO bumping of or by any Traffic Supervisor.

## ARTICLE XXVIII

### Promotions

28.00 The following criteria shall be used in the selection of Traffic Supervisors for the position of Police Parking Control Officers. Traffic Supervisors promoted to the position of Parking Control Officers shall be determined by seniority subject to the following criteria:

1. Ability to relate to the public in a sometime hostile environment
2. Ability to understand, interpret and communicate Police Department Policies and City Ordinance as they relate to parking enforcement
3. Ability to work under minimal supervision
4. Ability to establish and maintain positive working relationships with peers and subordinates
5. Willingness to work evening and weekend hours and rotating schedules
6. Excellent Special Leave record (attendance and punctuality)
7. Special suitability for work in all climatic conditions



ARTICLE XXVIII

Duration

28.01 This AGREEMENT shall be effective as of July 1, 2003 for the period ending June 30, 2004 and shall remain in effect from year to year thereafter unless either party hereto, desiring to terminate or amend any provisions of this contract, send written notice of the same to the other no later than one hundred twenty (120) days prior to the termination date hereof or any succeeding anniversary date.

Witness our hand and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2004

CITY OF NEWTON

THE NEWTON POLICE SCHOOL TRAFFIC  
SUPERVISORS – AFSCME, Local 2913

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Mayor

Approved as to legal form  
and character:

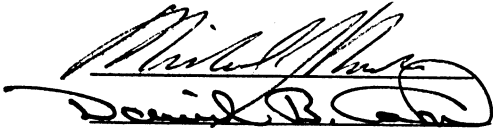
ARTICLE XXVIII

Duration

28.01 This AGREEMENT shall be effective as of July 1, 2003 for the period ending June 30, 2004 and shall remain in effect from year to year thereafter unless either party hereto, desiring to terminate or amend any provisions of this contract, send written notice of the same to the other no later than one hundred twenty (120) days prior to the termination date hereof or any succeeding anniversary date.

Witness our hand and seals this 28 day of Sept 2004

CITY OF NEWTON

A handwritten signature in dark ink, appearing to be "Michael B. ...", written over a horizontal line.

THE NEWTON POLICE SCHOOL TRAFFIC  
SUPERVISORS – AFSCME, Local 2913

A handwritten signature in dark ink, appearing to be "Catharina E. Pavia", written over a horizontal line.

Mayor

Approved as to legal form  
and character:

Appendix A

WAGE SCHEDULE

POLICE TRAFFIC SUPERVISORS

2%

July 1, 2003

ANNUAL RATE	7082.88
MONTHLY RATE	708.29
WEEKLY @ 43	164.72
WEEKLY @ 52	136.21
DAILY RATE	32.64

## Appendix B

### Parking Control Officer

EFFECTIVE	% Increase	\$
7/1/1999		\$13.52
7/1/2000	3.0%	\$13.93
1/1/2001	1.5%	\$14.14
7/1/2001	3.0%	\$14.56
7/1/2002	3.0%	\$15.00
7/1/2003	2.0%	\$15.30

### Detention Attendant

EFFECTIVE	% Increase	\$
7/1/1999		\$14.85
7/1/2000	3.0%	\$15.30
1/1/2001	1.5%	\$15.53
7/1/2001	3.0%	\$16.00
7/1/2002	3.0%	\$16.48

Vacation: One week of paid vacation scheduled  
with the approval of the Chief of Police.  
Said week shall not be unreasonably  
withheld.

**MEMORANDA OF AGREEMENT**  
**AFSCME, Local 2913**  
**Traffic Supervisors**

1. **Wage increase:** 2% effective on July 1, 2003
2. **Health insurance changes:** **ARTICLE XII, 12.01 for Traffic Supervisors hired before June 30, 1992, effective December 1, 2003**

New Co-pays	Tier 1	Tier 2	Tier 3
<i><b>Retail</b></i>			
30 days	\$5	\$20	\$30
60 days	\$10	\$40	\$60
90 days	\$15	\$60	\$90
<i><b>Mail Order</b></i>			
90 days	\$10	\$40	\$60 Tufts/ \$90 HPHC

- **Emergency Room visits** –increase co-payments for emergency room visits to \$50. Harvard is currently a \$30 co-pay and Tufts is currently a \$25 co-pay.
  - **Physician Visits** –increase co-payments for physician office visits from \$10 per visit to \$15 per visit.
  - **Front End Deductible for Unauthorized Services** – POS Unauthorized Services Deductible from \$100 to \$250 with an annual Unauthorized Services Out-of-Pocket maximum from \$1000 per individual to \$2,500 per family.
  - **Inpatient Admission Deductible** - \$150 Deductible for any inpatient admission with an out of pocket annual maximum of \$300\*.
  - **Contribution Rate** – remains at the current level of 80%/20%
3. **Insurance Rates** - Reduce the payroll deduction for employee health insurance, see attached revised rate sheet.
  4. **Clothing allowance** – Increase of \$25
  5. **Longevity Increase**
    - 10-14 years - \$150.00
    - 15-19 years - \$175.00
    - 20-24 years - \$200.00
    - 25 + years \$225.00

**6. Special Leave: Article VI, 608B**

“Employees shall be entitled to use special leave during absence from work to attend to personal business. Every such absence shall be requested not later than the third working day in advance or such earlier time period as the Department Head may require. The scheduling of such absences for personal business shall be at the reasonable

discretion of the Department Head. Such absences shall be limited to two (2) days, one of which will be charged to special leave, and one of which will have no charging, during the Newton school calendar year and the right thereto shall not be cumulative.

If a personal day is not used in its scheduled school year, it may not be carried over to a subsequent school year."

Due to the timing of this one year Settlement Agreement, if members are unable to schedule the additional personal day in this school year, they will be allowed to carry over this additional personal day, upon written request, to be used no later than June 30, 2004."

7. In recognition of the City's desire to retain qualified employees, each Traffic Supervisor will receive payment of \$200.00 per year, per employee. Such payment is to be made at the end of the school year.

In the event a Traffic Supervisor should retire, in the course of a year in which she/he would have been entitled to such payment, she/he will receive a proportionate share based upon the number of months she/he was actually in the employ of the City during that school year.

### Parking Control Officers Appendix C

1. **Wage increase:** 2% effective on July 1, 2003

2. **Health insurance changes:** effective December 1, 2003

New Co-pays	Tier 1	Tier 2	Tier 3
<b><i>Retail</i></b>			
30 days	\$5	\$20	\$30
60 days	\$10	\$40	\$60
90 days	\$15	\$60	\$90
<b><i>Mail Order</i></b>			
90 days	\$10	\$40	\$60 Tufts/ \$90 HPHC

- **Emergency Room visits** –increase co-payments for emergency room visits to \$50. Harvard is currently a \$30 co-pay and Tufts is currently a \$25 co-pay.
- **Physician Visits** –increase co-payments for physician office visits from \$10 per visit to \$15 per visit.
- **Front End Deductible for Unauthorized Services** – POS Unauthorized Services Deductible from \$100 to \$250 with an annual Unauthorized Services Out-of-Pocket maximum from \$1000 per individual to \$2,500 per family.
- **Inpatient Admission Deductible** - \$150 Deductible for any inpatient admission with an out of pocket annual maximum of \$300\*.
- **Contribution Rate** – remains at the current level of 80%/20%

3. **Insurance Rates** - Reduce the payroll deduction for employee health insurance, see attached revised rate sheet.

4. **Clothing allowance** - Increase of \$50

5. **Longevity Increase**

- 10-14 years - \$550.00
- 15-19 years - \$650.00
- 20-24 years - \$750.00
- 25+ years - \$800.00

6. **Special Leave**

"Employees shall be entitled to use special leave during absence from work to attend to personal business. Every such absence shall be requested not later than the third working day in advance or such earlier time period as the Department Head may require. The scheduling of such absences for personal business shall be at the reasonable discretion of the Department Head. Such absences shall be limited to two (2) days, one of which will be charged to special leave, and one of which will have no charging, during the calendar year and the right thereto shall not be cumulative.

If a personal day is not used in its scheduled calendar year, it may not be carried over to a subsequent calendar year."

Due to the timing of this one year Settlement Agreement, if members are unable to schedule the additional personal day in this calendar year, they will be allowed to carry over this additional personal day, upon written request, to be used no later than June 30, 2004.

7. **Vacations**

Parking Control Officers shall have the option of carrying over up to five (5) vacation days from one calendar year to the next, provided that any such days are taken by March 31<sup>st</sup> of the following year. Exception: Calendar year 2003, vacation carryover days must be taken no later than 90 days from the date of this signed AGREEMENT.

Signed this 8th day of April 2004.

For AFSCME, Local 2913

Catherine Proie, President  
Ellie DuLoose, Vice President

For the City of Newton

Michael Shale  
Doris Hunt